

DELPHI

Energy & Chassis Systems

Page 1 of 3

Buyer:

DELPHI
ENERGY & CHASSIS SYSTEMS
5820 DELPHI DR
TROY MI 48098
UNITED STATES

Deliver to:

DELPHI E & C JUAREZ
AVE. ANOTONIO J BERMUDEZ NO.1230
32742
MEXICO

LINAMAR CORP
HASTECH MFG DIV
301 MASSY RD
GUELPH-ONTARIO ON N1K 1B2
CANADA

Requirements Contract

| | |
|---------------------|-------------|
| PO Number | Date Issued |
| 550064550 | 12/13/2004 |
| Version | |
| 03/24/2005 17:05:37 | |

Vendor No: 1016175
DUNS No: 253626592

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB- Freight Collect

| Item No. | Material No. Description | Plant | | | |
|------------|---|--------------------------|-----------|------------|-----|
| 00010 | 18044568 BODY-BRK CTRL (FROM 1804498DA) ***THIS AMENDMENT CHANGES ITEM*** | JM01 DELPHI E & C JUAREZ | | | |
| Valid From | Valid To | Currency | Price | Price Unit | UOM |
| 09/15/2003 | 06/30/2004 | USD | 12,599.80 | 1,000 | PC |
| 07/01/2004 | 07/31/2004 | USD | 12,492.80 | 1,000 | PC |
| 08/01/2004 | 08/31/2004 | USD | 12,547.40 | 1,000 | PC |
| 09/01/2004 | 09/30/2004 | USD | 12,579.30 | 1,000 | PC |
| 10/01/2004 | 10/31/2004 | USD | 12,556.50 | 1,000 | PC |
| 11/01/2004 | 11/30/2004 | USD | 12,588.40 | 1,000 | PC |
| 12/01/2004 | 08/01/2005 | USD | 12,699.90 | 1,000 | PC |
| 08/02/2005 | 08/01/2006 | USD | 11,838.00 | 1,000 | PC |
| 08/02/2006 | 08/01/2007 | USD | 11,601.20 | 1,000 | PC |
| 08/02/2007 | 08/01/2008 | USD | 11,369.20 | 1,000 | PC |

This Requirement Contract is for 100% unless otherwise specified.

Purchasing Contact: Warner, Jill

Phone: 937-455-9100

Fax: 937-455-9133

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS
2000 FORRER BLVD.
KETTERING OH 45420

DELPHI

Energy & Chassis Systems

Page 2 of 3

LINAMAR CORP
HASTECH MFG DIV
301 MASSY RD
GUELPH-ONTARIO ON N1K 1B2
CANADA

Requirements Contract

| | |
|---------------------|-------------|
| PO Number | Date Issued |
| 550064550 | 12/13/2004 |
| Version | |
| 03/24/2005 17:05:37 | |

| Item No. | Material No. Description | Plant |
|----------|-----------------------------|-------|
|----------|-----------------------------|-------|

00030 18044971 JM01 DELPHI E & C JUAREZ

BODY-BRK CTRL (FROM 18045093DA)

THIS AMENDMENT CHANGES ITEM

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|------------|------------|----------|-----------|------------|-----|
| 09/15/2003 | 06/30/2004 | USD | 15,826.00 | 1,000 | PC |
| 07/01/2004 | 07/31/2004 | USD | 15,699.30 | 1,000 | PC |
| 08/01/2004 | 08/31/2004 | USD | 15,764.00 | 1,000 | PC |
| 09/01/2004 | 09/30/2004 | USD | 15,801.70 | 1,000 | PC |
| 10/01/2004 | 10/31/2004 | USD | 15,774.80 | 1,000 | PC |
| 11/01/2004 | 11/30/2004 | USD | 15,812.50 | 1,000 | PC |
| 12/01/2004 | 08/01/2005 | USD | 15,944.50 | 1,000 | PC |
| 08/02/2005 | 08/01/2006 | USD | 14,972.50 | 1,000 | PC |
| 08/02/2006 | 08/01/2007 | USD | 14,673.10 | 1,000 | PC |
| 08/02/2007 | 08/01/2008 | USD | 14,379.60 | 1,000 | PC |

This Requirement Contract is for 100% unless otherwise specified.

00040 18045958 JM01 DELPHI E & C JUAREZ

BODY-BRK CTRL (FROM 18045093DA)

THIS AMENDMENT CHANGES ITEM

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|------------|------------|----------|-----------|------------|-----|
| 09/15/2003 | 06/30/2004 | USD | 15,826.00 | 1,000 | PC |
| 07/01/2004 | 07/31/2004 | USD | 15,699.30 | 1,000 | PC |
| 08/01/2004 | 08/31/2004 | USD | 15,764.00 | 1,000 | PC |
| 09/01/2004 | 09/30/2004 | USD | 15,801.70 | 1,000 | PC |
| 10/01/2004 | 10/31/2004 | USD | 15,774.50 | 1,000 | PC |
| 11/01/2004 | 11/30/2004 | USD | 15,812.50 | 1,000 | PC |
| 12/01/2004 | 08/01/2005 | USD | 15,944.50 | 1,000 | PC |
| 08/02/2005 | 08/01/2006 | USD | 14,972.50 | 1,000 | PC |
| 08/02/2006 | 08/01/2007 | USD | 14,673.10 | 1,000 | PC |
| 08/02/2007 | 08/01/2008 | USD | 14,379.60 | 1,000 | PC |

This Requirement Contract is for 100% unless otherwise specified.

00020 18077361 JM01 DELPHI E & C JUAREZ

BODY-BRK CTRL (FROM 18044968)

THIS AMENDMENT CHANGES ITEM

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|------------|------------|----------|-----------|------------|-----|
| 09/15/2003 | 06/30/2004 | USD | 12,754.80 | 1,000 | PC |
| 07/01/2004 | 07/31/2004 | USD | 12,647.80 | 1,000 | PC |
| 08/01/2004 | 08/31/2004 | USD | 12,702.40 | 1,000 | PC |
| 09/01/2004 | 09/30/2004 | USD | 12,734.30 | 1,000 | PC |
| 10/01/2004 | 10/31/2004 | USD | 12,711.50 | 1,000 | PC |
| 11/01/2004 | 11/30/2004 | USD | 12,743.40 | 1,000 | PC |
| 12/01/2004 | 08/01/2005 | USD | 12,854.90 | 1,000 | PC |
| 08/02/2005 | 08/01/2006 | USD | 11,993.00 | 1,000 | PC |



Energy & Chassis Systems

Page 3 of 3

LINAMAR CORP
HASTECH MFG DIV
301 MASSY RD
GUELPH-ONTARIO ON N1K 1B2
CANADA

Requirements Contract

| | |
|---------------------|-------------|
| PO Number | Date Issued |
| 550064550 | 12/13/2004 |
| Version | |
| 03/24/2005 17:05:37 | |

| Item No. | Material No. Description | Plant |
|------------|-----------------------------|----------|
| Valid From | Valid To | Currency |
| 08/02/2006 | 08/01/2007 | USD |
| 08/02/2007 | 08/01/2008 | USD |
| Price | Price Unit | UOM |
| 11,656.20 | 1,000 | PC |
| 11,524.20 | 1,000 | PC |

This Requirement Contract is for 100% unless otherwise specified.

Notes:

This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

03/24/05 - Alteration to change buyer code from (019) John Stricter to (013) Jill Warner. cap

DELPHI**RECEIVED**

APR 18 2005

Energy & Chassis Systems

Page 1 of 2

Buyer:

DELPHI
ENERGY & CHASSIS SYSTEMS
5820 DELPHI DR
TROY MI 48098
UNITED STATES

Requirements Contract**PO Number**

550064445

Date Issued

12/10/2004

Version

03/24/2005 17:07:32

Deliver to:

ITOCHU INTL-TOKYO
AUTOMOBILE DEPT NO 2
2-CHOME MINATO-KU
TOKYO
JAPAN 999-9999

LINAMAR CORP
HASTECH MFG DIV
301 MASSY RD
GUELPH-ONTARIO ON N1K 1B2
CANADA

Vendor No: 1016175**DUNS No:** 253626592**Payment Terms:** ZMN2**Currency:** USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-Freight Collect

| Item No. | Material No. Description | Plant | | | |
|------------|---|--------------------------|-----------|------------|-----|
| 00010 | 18084035 BODY-BRAKE CONTROL, F/R, ABS ***THIS AMENDMENT CHANGES ITEM*** | JM01 DELPHI E & C JUAREZ | | | |
| Valid From | Valid To | Currency | Price | Price Unit | UOM |
| 09/15/2003 | 11/30/2004 | USD | 12,579.30 | 1,000 | PC |
| 12/01/2004 | 08/01/2005 | USD | 12,699.90 | 1,000 | PC |
| 08/02/2005 | 08/01/2006 | USD | 11,838.00 | 1,000 | PC |
| 08/02/2006 | 08/01/2007 | USD | 11,601.20 | 1,000 | PC |
| 08/02/2007 | 08/01/2008 | USD | 11,369.20 | 1,000 | PC |

This Requirement Contract is for 100% unless otherwise specified.

Notes:

This Contract replaces previous contract # --.

Purchasing Contact: Warner, Jill**Phone:** 937-455-9100**Fax:** 937-455-9133**Contact Address:**

DELPHI ENERGY & CHASSIS SYSTEMS
2000 FORRER BLVD.
KETTERING OH 45420

ELPHI

Energy & Chassis Systems

Page 2 of 2

LINAMAR CORP
HASTECH MFG DIV
301 MASSY RD
GUELPH-ONTARIO ON N1K 1B2
CANADA

Requirements Contract

| | |
|---------------------|-------------|
| PO Number | Date Issued |
| 550064445 | 12/10/2004 |
| Version | |
| 03/24/2005 17:07:32 | |

| Item No. | Material No. | Plant |
|----------|--------------|-------|
|----------|--------------|-------|

Description

Notes Continued:

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

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Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

03/24/05 - Alteration to change buyer code from (019) John Strieter to (013) Jill Warner. cap

02/03/2005 10:39 FAX 937 455 9133

DELPHI E&C KET

001

DELPHI

Post-it* Fax Note 7671

| | | | |
|----------|--------------|------------|-------------------|
| Date | 2/3/05 | # of pages | 5 |
| To | Mlong Epigh | From | Brigitte Shepherd |
| Co./Dept | Hastech | Co. | Delphi |
| Phone # | | Phone # | 937-455-9180 |
| Fax # | 519-836-5353 | Fax # | |

Buyer:

DELPHI
ENERGY & CHASSIS SYSTEMS
5820 DELPHI DR
TROY MI 48098
UNITED STATES

R

PO Number
550064548
Version
02/03/2005 09:48:45

Date issued
12/13/2004

Deliver to:

DELPHI E & C JUAREZ
AVE. ANTONIO J BERMUDEZ NO.1230
32742
MEXICO

LINAMAR CORP
HASTECH MFG DIV
301 MASSY RD
GUELPH-ONTARIO ON N1K 1B2
CANADA

Vendor No: 1016175
DUNS No: 253626592

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-Freight Collect

| Item No. | Material No. Description | Plant | | | |
|------------|--------------------------------|--------------------------|-----------|------------|-----|
| 00010 | 18084882 BODY-BRK CTRL, ABS | JM01 DELPHI E & C JUAREZ | | | |
| Valid From | Valid To | Currency | Price | Price Unit | UOM |
| 09/15/2003 | 06/30/2004 | USD | 12,599.80 | 1,000 | PC |
| 07/01/2004 | 07/31/2004 | USD | 12,492.80 | 1,000 | PC |
| 08/01/2004 | 08/31/2004 | USD | 12,547.40 | 1,000 | PC |
| 09/01/2004 | 09/30/2004 | USD | 12,579.30 | 1,000 | PC |
| 10/01/2004 | 10/31/2004 | USD | 12,556.50 | 1,000 | PC |
| 11/01/2004 | 11/30/2004 | USD | 12,588.40 | 1,000 | PC |
| 12/01/2004 | 08/01/2005 | USD | 12,699.90 | 1,000 | PC |
| 08/02/2005 | 08/01/2006 | USD | 11,838.00 | 1,000 | PC |
| 08/02/2006 | 08/01/2007 | USD | 11,601.20 | 1,000 | PC |
| 08/02/2007 | 08/01/2008 | USD | 11,369.20 | 1,000 | PC |

This Requirement Contract is for 100% unless otherwise specified.

Notes:

Purchasing Contact: Strieter, John

Contact Address:

Phone: 937-455-7697

DELPHI ENERGY & CHASSIS SYSTEMS
2000 FORRER BLVD,
KETTERING OH 45420

Fax: 937-455-9133

Date and Time Printed: 02/03/2005 09:48:45

DELPHI

Energy & Chassis Systems

Page 2 of 2

LINAMAR CORP
HASTECH MFG DIV
301 MASSY RD
GUELPH-ONTARIO ON N1K 1B2
CANADA

Requirements Contract

PO Number

550064548

Version

02/03/2005 09:48:45

Date Issued

12/13/2004

| Item No. | Material No. Description | Plant |
|----------|-----------------------------|-------|
|----------|-----------------------------|-------|

Notes Continued:

This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

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Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

DELPHI

Energy & Chassis Systems

Page 1 of 3

Buyer:

DELPHI
ENERGY & CHASSIS SYSTEMS
5820 DELPHI DR
TROY MI 48098
UNITED STATES

Deliver to:

DELPHI E & C - SAGINAW
2328 E. GENESEE DR.
SAGINAW MI 48601
UNITED STATES

LINTOOL MFG LTD
381 MASSEY RD
GUELPH ON N1K 1B2
CANADA

Requirements Contract

PO Number 550050719 Date Issued 01/15/2004
Version 10/15/2004 16:04:03

TO REQ. SALES CONTRACT

Vendor No: 1006299
DUNS No: 259741684

Payment Terms: ZMN2 **Currency:** USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-Freight Collect

| Item No. | Material No. Description | Plant |
|----------|-----------------------------|-------|
|----------|-----------------------------|-------|

00010 15981298 HE01 DELPHI E & C SAGINAW

KNUCKLE & SPINDLE ASSM-94 C/G 10/20 LH

THIS AMENDMENT EXTENDS ITEM

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|------------|------------|----------|-----------|------------|-----|
| 01/01/2004 | 12/31/2005 | USD | 48,460.00 | 1,000 | PC |

This Requirement Contract is for 100% unless otherwise specified.

00020 15981299 HE01 DELPHI E & C SAGINAW

KNUCKLE & SPINDLE ASSM-94 C/G 10/20 RH

THIS AMENDMENT EXTENDS ITEM

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|------------|------------|----------|-----------|------------|-----|
| 01/01/2004 | 12/31/2005 | USD | 48,460.00 | 1,000 | PC |

This Requirement Contract is for 100% unless otherwise specified.

00030 15981300 HE01 DELPHI E & C SAGINAW

KNUCKLE & SPINDLE ASSM-94 Q30 LH

THIS AMENDMENT EXTENDS ITEM

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|------------|------------|----------|-----------|------------|-----|
| 01/01/2004 | 06/21/2004 | USD | 51,650.00 | 1,000 | PC |

P.T.O.

OK 8/11/04

Purchasing Contact: Smith, Aaron

Phone: 248-813-4363

Fax: 248-813-4599

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS
5725 Delphi Drive,
TROY MI 48098-2815

DELPHI

Energy & Chassis Systems

Page 2 of 3

LINTOOL MFG LTD
381 MASSEY RD
GUELPH ON N1K 1B2
CANADA

Requirements Contract

PO Number 550050719 Date Issued 01/15/2004
Version 10/15/2004 16:04:03

| Item No. | Material No. Description | Plant |
|----------|-----------------------------|-------|
|----------|-----------------------------|-------|

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|------------|------------|----------|-----------|------------|-----|
| 06/22/2004 | 06/30/2004 | USD | 37,840.00 | 1,000 | PC |
| 07/01/2004 | 12/31/2005 | USD | 51,650.00 | 1,000 | PC |

This Requirement Contract is for 100% unless otherwise specified.

00040 15981301

HE01 DELPHI E & C SAGINAW

KNUCKLE & SPINDLE ASSEM-94 G30 RH

THIS AMENDMENT EXTENDS ITEM

| Valid From | Valid To | Currency | Price | Price Unit | UOM |
|------------|------------|----------|-----------|------------|-----|
| 01/01/2004 | 06/21/2004 | USD | 51,650.00 | 1,000 | PC |
| 06/22/2004 | 06/30/2004 | USD | 37,840.00 | 1,000 | PC |
| 07/01/2004 | 12/31/2005 | USD | 51,650.00 | 1,000 | PC |

This Requirement Contract is for 100% unless otherwise specified.

Notes

This Contract replaces previous contract # --

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LINTOOL MFG LTD
381 MASSEY RD
GUELPH ON N1K 1B2
CANADA

Requirements Contract

PO Number
550050719
Version
10/15/2004 16:04:03

Date Issued
01/15/2004

| Item No. | Material No. | Plant |
|----------|--------------|-------|
| | Description | |

Notes Continued:

in writing.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

06/24/04 - Alteration to change price and price validity on Material 15981300 (Item 30) and 15981301 (Item 40). dmp

10/15/14 - Alteration to extend REQUIREMENTS CONTRACT. dmp